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B27 (Official Form 27) (12/09)

CLERK OF THE

UNITED IS THE SEARTKRUPTCY COURT

District of New Hampshire

| In re Kalen M. Ash Debtor | Case No. <u>13-11038</u> Chapter 7 |
|---------------------------|------------------------------------|
| Debtol | Chapter 7 |

REAFFIRMATION AGREEMENT COVER SHEET

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement.

| l. | Creditor's Name: CAPITAL ONE, N.A | POLARI | <u>s</u> | | |
|-------------------------|---|----------------------------|-----------------------|--|---------------------|
| 2. | Amount of the debt subject to this reaf \$_6326.32_ on the date of bankruptcy | firmatic \$ <u>6.32</u> | n ag 6.32 | greement: to be paid under reaffirms | ition agreement |
| 3. | Annual percentage rate of interest: | ent (| 6 pr | ior to bankruptcy ixed Rate Adjustable Ra | ate) |
| 4. | Repayment terms (if fixed rate): \$_13 | | | | e je e po |
| 5. | Collateral, if any, securing the debt: O Description: <u>/10 PLRIS INDY 600 RS/M</u> | Current i SNIBF6 | marl K <u>S</u> 92 | cet value: \$ <u>6,</u> 32 <u>4.3</u> 3 AC863319 | ⊋i etaa - |
| 6. (If yes is non | Does the creditor assert that the debt is a attach a declaration setting forth the na dischargeable.) | s nondis ature of | cha the | rgeable?YesNo debt and basis for the content | tion that the de |
| <u>Debt</u> | or's Schedule I and J Entries | <u> </u> | ebt Sta | or's Income and Expenses ated on Reaffirmation Agreen | <u>nent</u> |
| 7A. | Total monthly income from \$1,213.2 Schedule I, line 16 | <u>24</u> 7 | В. | Monthly income from all sources after payroll deduct | \$_1,213.24 ions |
| 8A. | Total monthly expenses \$ 2,445 from Schedule J, line 18 | .00 8 | в. | Monthly expenses | \$_2,407.00 |
| 9A. | Total monthly payments on \$ 0.00 reaffirmed debts not listed on Schedule J | g | B. | Total monthly payments on reaffirmed debts not include monthly expenses | \$_0.00 ed in |
| | | J | 0B. | Net monthly income (Subtract sum of lines 8B at line 7B. If total is less than number in brackets.) | nd 9B from |
| | | | | | |

| ficial Form 27) (12/09) | Page 2 |
|--|---|
| Explain with specificity any difference bet N/A | ween the income amounts (7A and 7B): |
| Explain with specificity any difference between the expense amounts (8A and 8B): Complete Co | |
| If line 11 or 12 is completed, the undersign | ned debtor, and joint debtor if applicable, certifies that and correct. |
| Signature of Debtor (only required if line 11 or 12 is completed) | Signature of Joint Debtor (if applicable, and only |
| r Information | M _W T√W [†] 1 |
| amption of undue hardship arises (unless the ificity the sources of funds available to the irmed debt: | Debtor to make the monthly payments on the |
| debtor represented by counsel during the c X Yes No: | |

1.40

FILER'S CERTIFICATION

Signature

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.

Print/Type Name & Signer's Relation to Case

B240A (Form B240A) (04/10)

Check one.

M Presumption of Unduc Hardship

☐ No Presumption of Undue Hardship See Debtor's Statement in Support of Reaffirmation, Part II below, to determine which box to check.

UNITED STATES BANKRUPTCY COURT

| | District of New Hamp | pshire | |
|--|---|--|--|
| In re <u>Kalen M. Ash</u> Debtor | · | | |
| REAFF | TIRMATION DOCUME | ENTS | |
| Name of Creditor: _ | CAPITAL ONE, N.A POLAR | IS | 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1 |
| Check this box if Creditor | r is a Credit Union | | |
| PART I. REAFFIRMATION AGREEM | ENT | | |
| Agreement, you must review the importathis form. | nt disclosures, instruction | is, and definitions fou | nd in Part v or |
| A. Brief description of the original agreem | ent being realmined. | For example, anto loan | <u> </u> |
| The Amount Reaffirmed is the entire unpaid principal, interest, and fees a which is the date of the Disclosure S | e amount that you are agree and costs (if any) arising on Statement portion of this for | or before \mathcal{D}/\mathcal{A} or m (Part V). | include 443, |
| REAFFIRMATION DOCUMENTS Name of Creditor: CAPITAL ONE, N.A POLARIS Check this box if Creditor is a Credit Union PART I. REAFFIRMATION AGREEMENT Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form. A. Brief description of the original agreement being reaffirmed: Secured revolving account For example, anno loan B. AMOUNT REAFFIRMED: \$ 6326.32 The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before 5/2.4/1/3, which is the date of the Disclosure Statement portion of this form (Part V). See the definition of "Amount Reaffirmed" in Part V, Section C below. | | | |
| REAFFIRMATION DOCUMENTS Name of Creditor: CAPITAL ONE, N.A POLARIS Check this box if Creditor is a Credit Union PART I. REAFFIRMATION AGREEMENT Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form. A. Brief description of the original agreement being reaffirmed: Secured revolving account For example, anno loan B. AMOUNT REAFFIRMED: \$ 6326.32 | | | |
| See definition of "Annual Percentag | ge Rate" in Part V, Section | C below. | |
| REAFFIRMATION DOCUMENTS Name of Creditor: CAPITAL ONE, N.A POLARIS Check this box if Creditor is a Credit Union PART I. REAFFIRMATION AGREEMENT Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form. A. Brief description of the original agreement being reaffirmed: Secured revolving account For example, anno loan B. AMOUNT REAFFIRMED: \$ 6326.32 | | | |
| If the loan has a variable rate, the future intedisclosed here. | erest rate may increase or d | lecrease from the Annu | ial Percentage Rate |

| P. C. d. | B240A, Rea | ffirmation Documents | | Page 2 |
|--|--|--|---|------------------------------|
| | D. Rea | firmation Agreement | Repayment Terms (check and complete one): | |
| | i | | | <u>3</u> . |
| · | | Describe repay | ment terms, including whether future payment amou | ant(s) may be different from |
| | | | | |
| D. Reaffirmation Agreement Repayment Terms (check and complete one): Sacribe Sacr | E. Des | cribe the collateral, if | any, securing the debt: | |
| | BF6KS9AC863319 | | | |
| | F. Did | rmation Agreement Repayment Terms (check and complete one): \$\frac{132.00}{2}\text{ per month for 48} \text{ months starting on 9 \text{ 20 13}}. Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount. Description: Current Market Value 10 PLRIS INDY 600 RS/M SNIBF6KS9AC863319 Current Market Value \$\frac{10 \text{ PLRIS INDY 600 RS/M SNIBF6KS9AC863319}}{\text{ Q}, \text{ 20 2.3.}} What was the purchase price for the purchase of the collateral described above? Yes. What was the amount of the original loan? \$\frac{1}{10128.55}\$ I No. What was the amount of the original loan? \$\frac{1}{10128.55}\$ Terms as of the Date of Bankruptcy Reaffirmation alance due (including: fees and costs) alance due (including: fees and costs) \$\frac{5}{3122.00}\$ \$\frac{5}{3120.00}\$ \$\frac{5}{3120.00}\$ Terms After Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to uture credit and any other terms on future purchases and advances using such credit: II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT you represented by an attorney during the course of negotiating this agreement? Check one. Yes. I No. DESTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT you represented by an attorney during the course of negotiating this agreement? | | |
| D. Reaffirmation Agreement Repayment Terms (check and complete one): S_132.00 per month for _48months starting on 9 20 20 | | | | |
| | D. Reaffirmation Agreement Repayment Terms (sheek and complete one): Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount. Describe the collateral, if any, securing the debt: Describe the collateral, if any, securing the debt: Description: | | | |
| • | G. Spe | Reaffirmation Agreement Repayment Terms (check and complete one): S 132.00 per month for 48 months starting on 9 20 12 | | |
| | | | Date of Bankruptcy Reaffirmation | · . |
| D. Reaffirmation Agreement Repayment Terms (check and complete one): \$\frac{132.00}{2}\$ per month for _48 _ months starting on \(\frac{9}{2} \) \(\frac{1}{2} \) \(\frac{1}{2} \) Describe repayment terms, including whether future payment amount(s) may be different for the initial payment amount. Description: | | | | |
| D. Reaffirmation Agreement Repayment Terms (check and complate one): Saccious Sacci | | | | |
| D. Reaffirmation Agreement Repayment Terms (check and complete one): S 132.00 per month for 48 months starting on 9 20 2. Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount. E. Describe the collateral, if any, securing the debt: Description: 10 PLRIS INDY 600 RS/M SNIBF6KS9AC863319 Current Market Value \$ (2, 2) (2, 3) F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above? 10128.55 Yes. What was the purchase price for the collateral? \$ (10128.55 10128.55 No. What was the amount of the original loan? \$ (10128.55 10128.55 10128.55 No. What was the amount of the original loan? \$ (10128.55 10128.55 10128.55 10128.55 Annual Percentage made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement: Terms as of the | | | | |
| | PART | II. DEBTOR'S | STATEMENT IN SUPPORT OF REAFFIR | MATION AGREEMENT |
| | A. We | Pescribe the collateral, if any, securing the debt: Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount. Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount. Description: Current Market Value Description: 10 PLRIS INDY 600 RS/M SNIBF6KS9AC863319 Current Market Value Description: 10128.55 Description: 10128.55 Description: 10128.55 Description: 10128.55 Description: Terms and the collateral described above? 10128.55 Description: Terms and the collateral described above? 10128.55 Description: Terms and the collateral described above? Te | | |
| | | Check one. 🗡 Ye | s 🗇 No | |
| | B. Is t | e creditor a credit un | on? | |
| | | infirmation Agreement Repayment Terms (check and complete one): S | | |

W. .

| Page 3 |
|--------|
| |

C. If your answer to EITHER question A. or B. above is "No," complete 1. and 2. below.

1. Your present monthly income and expenses are:

| a. Monthly income from all sources after payroll deductions | 4 040 04 |
|---|-------------|
| (take-home pay plus any other income) | \$_1,213.24 |

- b. Monthly expenses (including all reaffirmed debts except this one) \$2,275.00
- c. Amount available to pay this reaffirmed debt (subtract b. from a.) \$ [1,061.76]
- d. Amount of monthly payment required for this reaffirmed debt \$1.32.00

If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:

- You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.
- You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:

App Kuthing monthly expenses to and other hand

Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:

You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

Page 4

PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I hereby certify that:

- (1) I agree to reaffirm the debt described above.
- (2) Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- (3) The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- (4) I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and
- (5) I have received a copy of this completed and signed Reaffirmation Documents form.

| SIGNATURE(S) (If this is a | i joint Reaffirm | ation Agreeme | nt, both debtors m | ust sign.): |
|----------------------------|------------------|---------------|--------------------|-------------|
| Date 6/26/2018 ** | | | Debtor | <u> </u> |
| Date N/A | Signature N/A | Joint | Debtor, if any | |
| | | : | , | |

Reaffirmation Agreement Terms Accepted by Creditor:

| CreditorCAPITAL ONE, N.A POLARIS | C/O Bass & Associates, P.C., 3936 E. Ft. Lowell Ste 200, Tucson, A2, 85712 |
|----------------------------------|--|
| Print Name | Address |
| Semilar Rosley | 11913 |
| Print Name of Representative | Signature Date |
| (| |

PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date Signature of Debtor's Attorney

Print Name of Debtor's Attorney

Mark P. Cornell

B240A, Reaffirmation Documents

Page 5

PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, which are detailed in the Instructions provided in Part V, Section B below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

A. DISCLOSURE STATEMENT

- 1. What are your obligations if you reaffirm a debt? A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
- 2. Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
- 3. What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
- 4. How soon do you need to enter into and file a reaffirmation agreement? If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
- 5. Can you cancel the agreement? You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your Reaffirmation Agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

B240A, Reaffirmation Documents

Page 6

- 6. When will this Reaffirmation Agreement be effective?
 - a. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement and
 - i. if the creditor is not a Credit Union, your Reaffirmation Agreement becomes effective when it is filed with the court unless the reaffirmation is presumed to be an undue hardship. If the Reaffirmation Agreement is presumed to be an undue hardship, the court must review it and may set a hearing to determine whether you have rebutted the presumption of undue hardship.
 - ii. if the creditor is a Credit Union, your Reaffirmation Agreement becomes effective when it is filed with the court.
 - b. If you were not represented by an attorney during the negotiation of your Reaffirmation Agreement, the Reaffirmation Agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your Reaffirmation Agreement. You must attend this hearing, at which time the judge will review your Reaffirmation Agreement. If the judge decides that the Reaffirmation Agreement is in your best interest, the agreement will be approved and will become effective. However, if your Reaffirmation Agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your Reaffirmation Agreement.
- 7. What if you have questions about what a creditor can do? If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the Reaffirmation Agreement. When this disclosure refers to what a creditor "may" do, it is not giving any creditor permission to do anything. The word "may" is used to tell you what might occur if the law permits the creditor to take the action.

B. INSTRUCTIONS

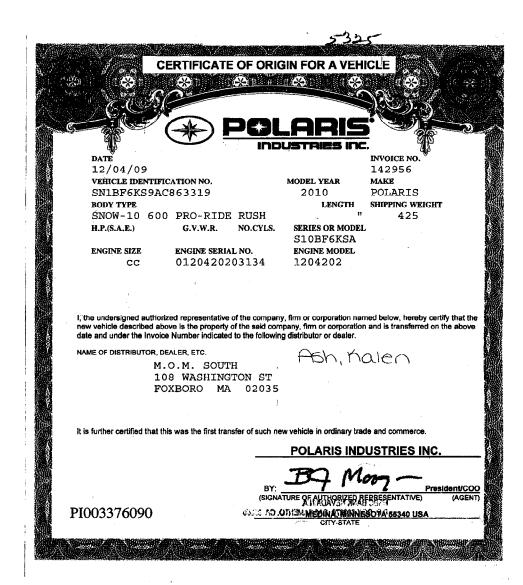
- 1. Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
- Complete the Debtor's Statement in Support of Reaffirmation Agreement (Part II above). Be sure that
 you can afford to make the payments that you are agreeing to make and that you have received a copy of
 the Disclosure Statement and a completed and signed Reaffirmation Agreement.
- 3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor's Attorney (Part IV above).
- 4. You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 27).
- 5. If you are not represented by an attorney, you must also complete and file with the court a separate document entitled "Motion for Court Approval of Reaffirmation Agreement" unless your Reaffirmation Agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form B240B to do this.

B240A, Reaffingation Documents

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C. DEFINITIONS

- 1. "Amount Reaffirmed" means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I, Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of this disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.
- 2. "Annual Percentage Rate" means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the "stated interest rate") tells you the full cost of your credit including many of the creditor's fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
- 3. "Credit Union" means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like "Credit Union" or initials like "C.U." or "F.C.U." in its name.



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|--|---------------------------------|--|---|--|--|
| | | ned seller certilies to the best of his kno ate at the time of delivery and the vehic FOR VALUE RECEIVED I TRA | le is not subject to any security | interests other than disclosed h | herein and warrant title to the vehicle. |
| ALER BER 1 | NAME OF PURCHASE ADDRESS | BEAUTY HALL | U Co- BARNSTEA | | |
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| ALER BER 2 | NAME OF PURCHASE ADDRESS | | | | |
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| ASSIG | State of | | ARIZATION ONLY IF REQUIRE | | |
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| POR R | Signature(s) in Printed Name | s(s) of Purchaser(s) | | before thisday of | Notary Public |
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| SACRAMENTO CA 95866 | | i | |
| NY DESTIONED ON TRADE-IN WILL BE PAID BY (\$200 EALER BUYE | BALANCE DUE: | \$10128 | . 55 |
| ISURANCE AGENT | AMOUNT FINANCED | 1 | |
| AGREE THAT THE BALANCE WILL BE PAID BY ☐ CASH, ☐ A ☐ RETAIL INSTALLMENT CONTRACT, OR A SECURITY AGRE The terms and conditions on both the face and reverse side of purchase and no other agreement of any kind, verbal underst refusal of the purchaser to complete this agreement for any redamages. The purchaser certifies he/she is of legal age and he | EMENT AND ITS ACCEPTANCE BY A FINANCING A of this bill of sale comprise the entire agreement anding of promise thatseever will be recognize ason, all or part of the cash deposit may be retailed. | AGENCY t pertaining to d Upon faile ained as liqui | o this ure or dates |
| MAN - AMA | | | _ |
| DEALERACGEPTANCE | CO-PURCHASER | | |
| NOT VALID LINEESS ACCEPTED BY AUTHORIZED REPRESENTATIVE | DEPOSIT REFUNDABLE FOR SEVEN DA | YS ONLY | |